



Handwritten signature

County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 22, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF CONCESSION AGREEMENT FOR THE OPERATION OF A SOD FARM
PETER J. PITCHESS DETENTION CENTER
CASTAIC, CALIFORNIA
(FIFTH) (4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the award of a three-year contract to Summit Farms, LLC, for the development and operation of a sod farm at the Peter J. Pitchess Detention Center in Castaic, California and instruct the Chairman to execute the attached concession contract.
2. Consider the Negative Declaration together with the fact that no comments were received during the public review process and find that this project will not have a significant effect on the environment. Find that the Negative Declaration reflects the independent judgment of the County and approve the Negative Declaration. Find that the proposed project will have no adverse impact on wildlife resources and authorize the Chief Administrative Office (CAO) to complete and file a certificate of Fee Exemption for this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a concession contract to Summit Farms, LLC, (SFL) for the development and operation of a sod farm on a portion of land at the Pitchess Detention Center (PDC) which is not currently being utilized by the County but is within the confines of PDC.



United We Stand

The 330 acre parcel has been utilized in the past for agricultural purposes and is not yet master planned for alternate, more intensive uses. SFL intends to grow sod for resale to golf course operators, nurseries, and others. An existing well is being refurbished by the Sheriff to supply non-potable water to SFL. The water used for the sod farm will recharge the aquifer by utilizing best practices soil management programs as further defined in the lease.

In response to inquiries by various parties as to the availability of land at the Pitchess Detention Center to develop and operate a sod farm, this office issued a Request for Proposals (RFP). SFL was the only operator to submit a proposal.

SFL is recommended to operate the sod farm based on its association with Turfgrass America, an experienced nationwide sod farm operator with farms in various other states and their proposal to provide \$1,000 per acre under cultivation or 7.5 percent of the annual gross revenue, whichever is greater, to the County. Turfgrass America will provide expertise in farm management, marketing and sales.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we effectively manage the resources that we have and increase public/private partnerships (Goal 4, Strategies 1 and 3). The granting of a concession agreement for the operation of a sod farm supports this strategy.

FISCAL IMPACT/FINANCING

Approval of the proposed concession agreement by your Board is expected to provide approximately \$963,000 in revenue, over a three year term to the County General Fund. The following table reflects the amount of the estimated annual revenue to be expected from the concession agreement.

Estimated Annual Revenue from Concession Agreement

Vendor	Location	Estimated Annual Gross Income	Rent Factor	Est. Annual Revenue
Summit Farms, LLC	Peter J. Pitchess Detention Center	\$4,281,456	7.5% of gross income	\$321,000

The Honorable Board of Supervisors
October 22, 2002
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The cost of refurbishing the well and the cost of electricity to pump the water will be an offset to the gross revenue at no net additional cost to the Sheriff. The balance of the revenue will go to the non-departmental revenue account under current policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the attached concession agreement, Summit Farms, LLC shall be entitled to use approximately 330 acres for the sod farm operation. The County shall receive the greater of \$1,000 per acre actually used by the Concessionaire or 7.5 percent of the gross income on an annual basis. The term of the agreement is for three years, with an option at the County's discretion to extend up to an additional two years.

The proposed Concessionaire is responsible for maintenance of the property including the water wells and pump equipment. The County shall provide the water for irrigation purposes as well as any electricity required to operate the pumps. At the termination of the proposed agreement, the Concessionaire shall remove all of the equipment and improvements and restore the property as near as possible to its original condition.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is anticipated that the sod farm will have no impact on the Detention Center operations as the Concessionaire has reviewed and agreed to comply with all rules and regulations of the Sheriff's Department.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CAO has made an initial study of environmental factors and has concluded that the proposed activity would have no significant impact on the environment. Accordingly, a Negative Declaration has been prepared and a notice was posted as required by the California Environmental Quality Act (CEQA) and the California Administrative Code, Section 15702. Copies of the completed Initial Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration as posted are attached. A fee must be paid to the State Department of Fish and Game when certain notices required by CEQA are filed with the County Clerk. The County is exempt from paying this fee when your Board finds that the project will have no significant impact on wildlife resources. This project is located on unimproved land and the Initial Study incorporated in the Negative Declaration concluded there will be no adverse effect on wildlife resources.

The Honorable Board of Supervisors
October 22, 2002
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CONCLUSION

Instruct the Executive Officer, Board of Supervisors to provide a copy of the executed Agreements and a stamped, adopted Board letter to the Chief Administrative Officer, Auditor-Controller, Assessor, Agricultural Commissioner/Director of Weights and Measures, Sheriff's Department and County Counsel.

Respectfully submitted,

for Sharon N. Yanashiro
DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SNY
CB:AA:rmc

Attachments (2)

c: County Counsel
Auditor-Controller
Agricultural Commissioner/Director of Weights & Measures
Assessor
Sheriff's Department

sodfarm.b

**COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE**

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to grant a sod farm concession at the Peter J. Pitchess Detention Center, 29330 The Old Road, Castaic. The property, located in the Fifth Supervisorial District approximately 36 miles from the Los Angeles Civic Center, includes 330 acres of unimproved land within the complex. There will be no expansion of the premises for this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

Mitigation measures for this project are discussed in Section V of the attached initial study.

INITIAL STUDY

I. Location and Description of Project

The subject property is located at 29330 The Old Road, Castaic, located in the Fifth Supervisorial District approximately 36 miles northwest of the Los Angeles Civic Center and adjoins the Golden State (5) Freeway (See attached map.)

This project consists of sod farming up to 330 acres of unimproved land within the fenced area of the Peter J. Pitchess Detention Center, Castaic. It is anticipated that an average of 7 employees will be accessing the premises with the maximum employee occupancy anticipated to be 10 per day. The property will not be used by the public. No expansion of the existing premises will occur for this project.

II. Compatibility with General Plan

This project site is identified as Agricultural in the County Regional Planning Department's General Plan.

III. Environmental Setting

The project site is located within the Peter J. Pitchess Detention Center that is used for detention purposes. The site includes approximately 330 acres of undeveloped property on the southern portion of the Detention Center.

IV. Identification of Environmental Effects

- A. The impact of the proposed project on existing land forms will be negligible since only minor reshaping of the soil will take place and no excavation, foundations, utility lines, sewer lines or water lines (other than for irrigation) will be necessary.
- B. The project will not conflict with adopted environmental plans and goals of the County of Los Angeles.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the proposed site. The existing facility will continue to be maintained by the County and concessionaire.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project, nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.

- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. The project will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic, nor will it affect the carrying capacity of the present street system. This is a continued use of vacant land for parking and ingress/egress purposes under a different ownership.
- J. The project will not displace any persons from the site.
- K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied under a lease arrangement.
- L. The proposed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expand a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No increased energy consumption is anticipated by the County's continued use of the premises.
- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project. All pesticides and herbicides used must meet the requirements of the County Agricultural Commissioner.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

A. None required.

VI. Initial Study Preparation

This study was prepared by the Los Angeles County Chief Administrative Office, Real Estate Division, Departmental Contact: Alan Adachi . This study was completed on March 5, 2002.

NEGATIVE DECLARATION

Department Name: Sheriff's Department
Project: Sod Farm Concession

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project Granting of a sod farm concession on County property.
2. a. Location of Project (plot plan attached) 29330 The Old Road, Castaic, CA.
b. Name of Project Proponent

County of Los Angeles
Chief Administrative Office, Real Estate Division
222 S. Hill Street, 4th Floor
Los Angeles, CA 90020

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated March 5, 2002, which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Administrative Office, Real Estate Division, and is attached hereto.

5. Mitigation Measures Included in Project

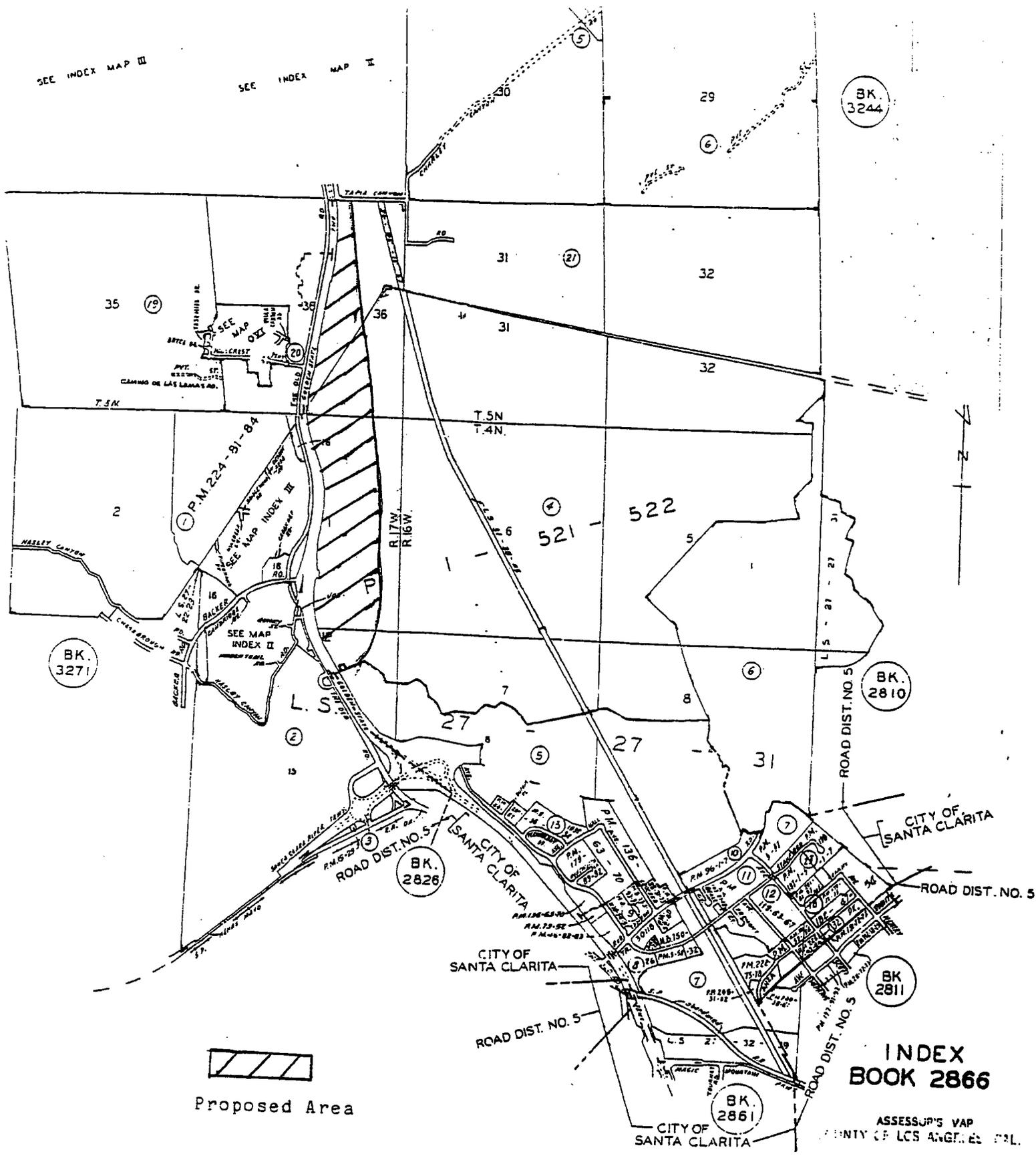
None required.

<u>Date</u>	<u>Real Property Agent</u>	<u>Telephone</u>
March 5, 2002	Alan Adachi	(213) 974-4215

SEE INDEX MAP III

SEE INDEX MAP IV

BK. 3244



BK. 3271

SEE MAP INDEX III

SEE MAP INDEX II

BK. 2826

BK. 2810

BK. 2811

BK. 2861

Proposed Area

INDEX BOOK 2866

ASSESSOR'S MAP COUNTY OF LOS ANGELES CAL.

1" = 2,000'

DATE POSTED - _____

MAR 19 2002

CONNOR B. MCCORMACK, COUNTY CLERK

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

DEPUTY

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

- 1. Name of Proponent - County of Los Angeles
Chief Administrative Office
 - 2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90020
- | | |
|--------------|------------------|
| <u>Agent</u> | <u>Telephone</u> |
| Alan Adachi | (213) 974-4215 |
- 3. Date Information Form Submitted - March 19, 2002
 - 4. Agency Requiring Information Form - Los Angeles County
Chief Administrative Office
 - 5. Name of Proposal, if Applicable - Sod Farm Concession
 - 6. Address of Facility Involved -29330 The Old Road, Castaic

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en español, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

(SodNegDec)

THIS NOTICE WAS POSTED
ON MAR 19 2002
UNTIL APR 18 2002
REGISTRAR-RECORDER/COUNTY CLERK

02-0000394

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, made and entered into this ____ day of _____, 2002,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County, "

AND

SUMMIT FARMS, LLC, a California Limited Liability Company, hereinafter referred to as "Concessionaire,"

WITNESSETH

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, The Board of Supervisors is authorized to grant concessions therein that are consistent with the government purposes thereby; and

WHEREAS, Concessionaire desires a concession utilizing some or all of the below-described property for the purpose of operating a sod farm in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

A. Premises:

County is the owner of the following described agricultural lands, being a part of its ranch commonly known as Peter J. Pitchess Detention Center, 29330 The Old Road, Castaic, California 91384 and shown on Attachment "A".

<u>Field No.</u>	<u>Acres</u>
4	14.79

5	16.04
6&7	72.30
8	33.11
9	23.42
13	9.13
14	12.91
15	9.30
16	12.39
18	15.97
19	16.64
20	15.07
21	15.84
22	7.04
23 thru 26	47.41
27	5.56

This area above described is approximately 330 acres within the Peter Pitchess Detention Center and is referred to hereinafter as the "premises". For the purpose of this Agreement, it is agreed that the acreage specified per field is correct.

B. The Desire of the Parties:

Concessionaire desires to use some or all of said premises for agricultural purposes subject to the following terms and conditions.

1. Concession Granted:

Concessionaire is hereby authorized to conduct a sod farm operation for the use as specified in Section B7 only, the real property described in Paragraph A hereof. However, said concession does not include the use of any buildings or tanks on the property described herein.

2. Fee:

The fee payable by Concessionaire to County for the use and occupation of the premises herein described shall be the greater of a) One Thousand Dollars (\$1,000.00) per acre used by the Concessionaire per year or, b) Seven and One Half Percent (7.5%) of gross income on an annual basis.

Notwithstanding the above, Concessionaire shall pay County a minimum fee of Three Thousand (\$3,000.00) per month. The annual fee of One Thousand Dollars (\$1,000.00) per acre used by Concessionaire or Seven and One Half Percent (7.5%) of gross income, to the extent it exceeds the annualized minimum fee, shall be calculated following each anniversary of the term herein provided in accordance with the provisions

of Paragraph 3.

Payment of the minimum fee shall be made by check or draft issued and payable to the Los Angeles County Auditor-Controller on or before the 5th day of the calendar month of the term provided herein. Payment shall be mailed or otherwise delivered to the Franchise/Concession Section, Auditor-Controller, County of Los Angeles, 500 West Temple Street, Room 514, Los Angeles, California 90012. Payment of the annual fee in excess of the annualized minimum fee shall be paid with thirty (30) days of the anniversary date of this agreement.

If received more than ten (10) days late, a late fee of 5% of the monthly minimum rent will be charged. Any late payment charge shall be due and payable within the next rental payment period. County shall not be obligated at any time to notify Concessionaire of late payment charges or accumulation thereof.

3. Accounting Records:

Concessionaire shall provide written notice to the Auditor-Controller and the Chief Administrative Office at the beginning of each calendar month, of the amount of land (by acre) that Concessionaire shall use together with the minimum fee to the County.

Concessionaire shall furnish the Auditor-Controller with a gross sales report following each crop harvest, and at the end of each anniversary of the term. A copy of the gross sales report shall be mailed to the Chief Administrative Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, Attention: Property Management Section. In addition thereto, Concessionaire shall furnish the Auditor-Controller with an annual Profit-and-Loss statement and a balance sheet prepared by a person and a form acceptable to said officer. The annual financial statements shall be submitted within 60 days of the close of an agreement year. Said closing date shall be determined by reference to the date for commencement of the term herein provided.

Concessionaire shall detail the amount of gross sales for each contract year and the amount payable therefrom to the County, which shall be based on the greater of Seven and One-Half Percent (7.5%) of gross income or One Thousand Dollars (\$1,000.00) per acre that was either seeded during the preceding twelve (12) months period or prepared for cultivation. For the purpose of calculating the annual fee, the total amount of acreage per year is defined as all land that was either prepared for cultivation and or from which sod was harvested during the preceding year. Land that was either under preparation and or production only for a portion of the year shall be prorated by dividing the number of days that such land was in production (numerator) by the 365 days (denominator). Land shall be deemed in production on the date that it is seeded and/or being readied for cultivation. Concessionaire's monthly minimum fee of Three Thousand Dollars (\$3,000.00) shall be credited toward the annual payment due to the County.

Concessionaire shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross income and disbursements of Concessionaire in connection with the concession. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:

- a. Regular books of accounting general ledgers.
- b. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County.
- d. Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified.
- e. Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.

All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this agreement. In addition, the Auditor-Controller may from time to time conduct an audit and re-audit of the books and business conducted by Concessionaire and observe the operation of business so that accuracy of the above records can be confirmed. If the report of gross sales made by the Concessionaire to the Auditor-Controller should be found to be less than the amount of the gross sales disclosed by such audit and observation, Concessionaire shall pay the delinquent amount within 30 days of billing therefor. If the additional amount due exceeds 2 percent and there is no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost of the audit and late charges heretofore provided for delinquent payments.

All information obtained in connection with the Auditor-Controller's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof. County shall not be liable or responsible for the disclosure of any such records including those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law or an order of Court.

All such accounting records, including but not limited to, all financial records, journals, vouchers, checks, State and Federal income tax returns and sales tax returns, cash registrar tapes, proprietary data and information, shall be kept and maintained by Concessionaire and shall be made available to County during the term of this agreement and for a period of four years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location outside the Los Angeles County, then, at County's option, Concessionaire shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

4. Water & Utilities :

It is a mutual understanding that the Concessionaire shall have free use of two County water wells and pumps. County shall also provide the electricity to serve the pumps. Concessionaire is responsible for any and all equipment, necessary to deliver water to the fields for irrigation purposes. Concessionaire shall also be responsible for any required maintenance of the wells and pumps. Concessionaire shall require approval of the County prior to the placement of irrigation lines to insure that said lines will not interfere with the operations of the Sheriff's Department. Said approval shall not be unreasonably withheld. Installation and use of all other utilities including electricity and telephone shall be the responsibility of the Concessionaire. Concessionaire accepts the water facilities in their present "as is " condition, and agrees that County has made no promises or warranties that such facilities will be adequate for its purposes. Concessionaire waives any and all claims against County for compensation for loss or damages caused by a defect, deficiency or impairment of the water system or utility system serving the premises.

5. Term of this Agreement:

This Agreement shall commence upon execution by the Board of Supervisors and shall terminate three (3) years thereafter.

Upon request by Concessionaire, County at its sole discretion, may grant up to two (2) one (1) year term extensions at the same terms and conditions. In order to exercise each one (1) year extension, Concessionaire shall notify County in writing ninety (90) days prior to the expiration of the primary term and/or extension period. County shall notify Concessionaire by Chief Administrative Officer letter, of approval or disapproval within thirty (30) days of receipt of Concessionaire's request.

6. Condition of Property:

Concessionaire has examined the property and knows the condition thereof, the condition of the improvements and the fences, if any, thereon, and the irrigation system and accepts the premises in its present condition and agrees not to make any demands on County for alterations to the premises.

7. Use of Property:

Concessionaire understands and agrees that the premises are within the confines of the Detention Facility operated under the control and direction of the Los Angeles County Sheriff's Department. Concessionaire shall, at all times, comply with any rules and regulations of the Sheriff's Department in order to avoid any interference with the operation of the Peter J. Pitchess Detention Center. In addition Concessionaire shall also be responsible for notifying the Sheriff's Department of changes in operations and or work

schedules. Concessionaire shall also be responsible for the requirements outlined in Attachment "B" (note: any reference to "Contractor" shall mean the same as "Concessionaire").

The property herein is for the specified use of sod farming only. The Concessionaire will comply with all requirements of law and governmental regulations thereunder. Concessionaire shall not use, or permit to be used, any part of the premises for any purpose other than the specified purpose.

Concessionaire shall make no alterations or improvements to the premises without prior approval of the County. All alterations or improvements by Concessionaire are to be made at Concessionaire's expense and shall be done in accordance with all State, Federal and local laws.

Upon prior approval by the County, Concessionaire shall place one office trailer and two temporary structures to be used for equipment and chemical storage on the premises. The area for placement of said facilities and 4 vehicle parking spaces shall be designated by the Chief Administrative Office. Additional parking may be granted upon approval by the County.

Concessionaire shall establish monitoring sites adjacent to the streambed to monitor for any soil amendment leachate. Concessionaire will not treat crops with any fertilizer, herbicide, pesticide, or fungicide contrary to label directions or in contravention with this agreement and the crops will be grown in conformity with all applicable Federal, State of California laws.

Concessionaire shall notify County of the material to be used, permit number used in acquisition of said material, if any, and method of application of said material, and shall not apply said material until County grants permission.

Without limiting the generality of the foregoing, Concessionaire shall not apply to, use upon, possess upon, or store upon the properties subject to this Agreement, any substance or chemical as designated from time to time by the State of California or any office or agency thereof, as causing cancer or reproductive toxicity, as determined in accordance with the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as Proposition 65), or any other law or regulation. Concessionaire further agrees and acknowledges that all herbicide and pesticide applications must meet the restrictions and permits required by the County Agricultural Commissioner. Concessionaire agrees to control and dispose of containers according to legal requirements.

8. Manner of Use:

The Concessionaire shall, at his own expense and at the usual and proper times, care for the premises in a commercially reasonable manner, including adherence to the Best Management Practices (BMP) as outlined in Attachment "C", which is incorporated herein by reference thereto. These BMP shall include all reasonable efforts to minimize soil erosion. The Concessionaire shall keep the premises, including irrigation ditches and

drainage ditches, well hoed and cultivated. Concessionaire further agrees to keep the fields and the area free of weeds, to vigorously carry on an effective control program for Johnson grass, Morning Glory, etc., and to take reasonable measures to protect the premises from infestations of insects, spiders, mites, snails, and other such pests. Concessionaire shall exercise care and diligence to exterminate as far as practical all rodents on the premises. If Concessionaire fails to do so, County will perform the work and the Concessionaire hereby agrees to reimburse County for it.

Concessionaire shall not commit or permit others to commit on the premises waste or nuisance, or any other act that could disturb the quiet enjoyment of County or any other tenant of County on reserved or adjacent property.

9. Prevailing Wage:

Concessionaire agrees that the per diem wages paid to paid personnel shall not be less than the prevailing wages in the locality in which this concession is located for each classification or type of employee provided at least 50 percent of the employees in the classification in the locality are covered by a collective bargaining agreement. In the event that no collective bargaining agreements exist in the locality in which this operation is located, the prevailing wage shall be determined by a survey of jobs positions comparable to those in the employ of the Concessionaire, which survey shall be undertaken by the County. As used in this paragraph, the term locality shall be deemed to mean the greater Los Angeles area. As used in this paragraph, the term per diem wages shall be deemed to include employer payments of health and welfare, pension, vacation, paid holidays and similar purposes. Concessionaire shall keep an accurate record showing the per diem wage to each classification of employee personnel on the premises and said records shall be open inspection at all reasonable hours by agents of the County.

10. Material Expense:

The materials, machinery, equipment and supplies of all kinds necessary to the production and harvesting of the crops to be grown on said premises during the term of this Agreement shall be furnished by and at the expense of the Concessionaire.

11. Concessionaire's Obligations:

It is expressly understood and agreed that all expenses of every kind, description and nature of everything agreed to be done hereunder with the exceptions herein expressly noted shall be borne by the Concessionaire and everything the Concessionaire is by this Agreement required to do shall be done in a good and farmer-like manner and without expense on the County's part with the exceptions herein noted.

Concessionaire agrees to inform County of the crop yield per acre obtained from each field subject to this Agreement promptly after the harvest of each field.

12. Crop Residue/Site Restoration

Concessionaire agrees to complete restoration operations as soon as possible by thoroughly incorporating all crop residue, if any, (usually by discing).

Upon expiration of the term hereof or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the Premises and shall remove all improvements constructed by Concessionaire, restore the premises as near as possible to its original condition, including the removal of pesticide and herbicide residue to a level not considered harmful to the environment.

In the event Concessionaire fails to cause such removal of improvements, County, at its sole discretion, may elect to assume title thereto, or may have them removed and have the Premises restored at Concessionaire's expense.

In the event Concessionaire fails to perform any of the required restoration operations, County shall have the right to perform the operations and charge the Concessionaire for all cost involved. Concessionaire is responsible for restoring the fields as discussed above, even if Concessionaire is unable to restore them prior to the ending date of this Agreement for the crop involved.

13. Additional Obligations of County:

None except as set forth elsewhere in this Agreement.

14. Oil, Gas and Mineral Rights Reserved:

The County reserves the oil, gas, other hydrocarbons, and mineral rights and the right to enter on the property for the development of such oil, gas and mineral resources and to remove oil, gas and minerals, and the right to grant licenses to others for such purposes. Concessionaire expressly grants to County and to County's agents and licenses, a right of entry and a right of way for ingress and egress in and to, over and on the agreement premises for such exploration, drilling and mining on the premises. In its use of the property for such purposes, the County or its license shall conduct operations so as to interfere with the Concessionaire's use of the premises as little as possible, and will compensate the Concessionaire for direct loss and injuries caused by such use or entries on the property in connection with such use. Said compensation shall only apply to the premises that either has been seeded or prepared for cultivation.

15. Hunting, Lethal Weapons and Trespassing:

Concessionaire shall not, and shall not permit any employee, invitee or other person to hunt, trespass, build fires, discharge firearms or other lethal weapons upon the premises.

16. Indemnity:

This Agreement between County and Concessionaire does not create any relationship of co-partner, joint venturer, principal and agent or employer and employee. Concessionaire will carry on its operations on the premises for itself and will be solely responsible for all of its acts and for the acts of its employees, agents, and invitees. In its use of the premises, Concessionaire will exercise due care.

Concessionaire agrees to indemnify County and save, defend and hold County and its agents and employees, to the fullest extent permitted by law, free and harmless from and against any and all liabilities asserted against County, its agents, employees, representatives and affiliated entities, and for any and all claims, demands, damages (whether actual, punitive or otherwise), losses, awards, actions, causes of action (whether legal, equitable or administrative), obligations, fines, judgments, costs, and expenses (hereinafter individually and collectively referred to as "claims") as provided for in this section. This indemnification shall include without limitation court costs, attorneys' fees, penalties and other costs. Concessionaire's indemnification of County includes, but is not limited to, all claims for personal injury or property damage, all claims by engineers, contractors, subcontractors, laborers, materialmen, Concessionaires, or any other persons, and all claims arising out of the use of automobiles or other vehicles. Concessionaire shall indemnify and hold harmless County for all such claims which County may incur by reason of injury or death to persons or damage to property, arising, directly or indirectly, partly or solely, from any act, omission, or negligence of Concessionaire, or any related, to, or arising out of the activities or services performed or to be performed by Concessionaire in conjunction with this Agreement. However, Concessionaire shall not be obligated to indemnify County with respect to damages which are ultimately determined to be caused by the sole negligence or willful misconduct of County.

Concessionaire agrees to pay on behalf of County all sums which County may become obligated to pay as compensation and other benefits under Workers' Compensation Law, and as damages because of bodily injury by accident or disease, including death, resulting from any injury suffered by an employee or sub-employee of Concessionaire. Concessionaire further agrees to defend any proceeding against County seeking such benefits and any suit against County alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false or fraudulent. Concessionaire further agrees to waive any right of subrogation it may have against County for any injury or claim under this section.

17. Liability Insurance:

Without limiting Concessionaire's indemnification of County, Concessionaire shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Concessionaire's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, 222 South Hill Street, Third Floor, Los Angeles, California 90012, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall

contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability: A program including , but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than ONE MILLION DOLLARS and No/100 (\$1,000,000.00) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Concessionaire and all risks to such persons under this agreement.

c. Comprehensive Auto Liability: A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000.00) per occurrence.

17.01 Failure on the part of Concessionaire to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this agreement.

17.02 Conduct of the activities shall not commence until Concessionaire has complied with the aforementioned insurance requirements, and shall be suspended during any period that Concessionaire fails to maintain said policies in full force and effect.

18. Ingress and Egress

The County reserves the right to go upon the premises at any time during the term of this Agreement for the purpose of inspecting and looking after its interest in said property.

19. Assignment

Concessionaire shall not assign the Agreement or any interest therein or sublet or otherwise transfer its interest in the said premises or any part thereof, without the written consent of the County, which may be withheld for any reason or for no reason, nor shall this Agreement nor any interest therein be assignable by operation of law. A consent to one assignment, subletting or use by another person is not consent to a future assignment, subletting or use by another person. An assignment or a subletting without County's consent shall be void, and at County's option, shall terminate this Agreement. In the event that the said Concessionaire be declared bankrupt, or insolvent, or make the assignment

for the benefit of creditors, or upon the appointment of a receiver, this Agreement shall cease and terminate and become null and void at the option of said County.

In the event of any sale of the land subject to this Agreement, County shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission occurring agreed otherwise in writing, the purchaser in such sale shall be deemed, without further agreement between the parties to this Agreement or their successors in interest or between the parties to this Agreement and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the County under this Agreement.

20. Rights-of-Way:

County shall have the right to grant rights-of-way of every kind and character for roads, highways, ditches, pipe lines and wire lines, in and across the property herein at any time and from time to time during the term of this Agreement, with right of entry to the grantee and shall compensate Concessionaire for any damages reasonably suffered by such entry.

21. Tenure:

Upon the expiration of the term of this Agreement, or the termination thereof, Concessionaire shall peaceably surrender the premises to County. No holding over by the Concessionaire for any period whatsoever, or plowing of land, either with or without the consent of the County, shall be deemed a renewal or extension of the term of this Agreement, or shall entitle the Concessionaire to hold under the terms of this Agreement for a full year, or for any other period.

22. Remedies of County:

Should Concessionaire fail to pay any installation of rent or any other sum provided in this Agreement to be paid by Concessionaire at the times herein specified and should such default continue uncured for a period of five (5) days after written notice from County; or should Concessionaire's default continue uncured for a period of five (5) days after written notice from County; or should Concessionaire's default in the performance of or breach any other covenant, condition or restriction on this Agreement herein provided to be kept or performed by Concessionaire, and should such default or breach continue uncured for a period of thirty (30) days from and after written notice thereof by County to Concessionaire, then and in any such event, County may declare this Agreement to be in default and County shall have all of the remedies available at law or as stated below. In the event that the curative action (or other than the obligation to pay rent) takes longer than thirty (30) days, Concessionaire shall not be considered to be in default if Concessionaire commences to cure the default and in the County's judgement diligently pursues such action to completion.

Should Concessionaire at any time be in default hereunder, then County may enforce all of its rights and remedies hereunder including, at the option of County:

a. The right to declare the term hereof ended and with process of law to reenter the premises and take possession thereof and remove all persons therefrom, and Concessionaire shall have no further claim thereon or hereunder, or

b. The right to collect rent and other charges as the same may from time to time become due and to bring actions for such collections without terminating the Agreement, and to thereafter at any time elect to terminate this Agreement and all of the rights of Concessionaire in or to the premises.

Should County elect to terminate the Agreement, County shall be entitled to recover the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the rental loss for the same period that Concessionaire proved could be reasonably avoided, together with the rent then unpaid, if any.

If County shall elect to reenter the premises under the provisions of Paragraph a. or b. County shall not be liable for damages to Concessionaire by reason of such reentry.

Each of the terms, conditions, covenants and provisions of Concessionaire under this Agreement is a material consideration for this Agreement, the breach of which shall be deemed a default hereunder. All rights, options and remedies of County contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and County shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this agreement. No waiver by County of a breach of any of the terms, covenants or conditions of this Agreement by Concessionaire shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Concessionaire hereunder shall be implied from any omission by County to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waive. The consent or approval shall not be deemed to waive or render unnecessary County's consent or approval to or of any subsequent similar acts by Concessionaire.

23. Signs

All signs prepared to be placed on the property or structures on the above described property shall be subject to the approval of the County.

24. Right Of Re-entry:

Should Concessionaire at any time abandon said property for any reason whatsoever, or should Concessionaire fail to farm the property for more than thirty (30) days during the farming season without the written consent of County first being had, then and in such event County shall have a right to re-enter and repossess the premises and such re-entry and repossession shall constitute a termination of this Agreement and a surrender by the Concessionaire of any right or rights that it might have under the terms of the Agreement.

25. Taxes:

The Concessionaire shall pay all taxes on personal property belonging to it on the property and any taxes levied against the land which are attributable to Concessionaire's improvements on the property, including, without limitation, any possessory interest taxes.

The property interest conveyed herein may be subject to a real property taxation and/or assessments, fees, or charges which at any time may be levied by the premises. Concessionaire shall be responsible for any taxes, assessments fees or charges which at any time may be levied by the Federal, State, County, City or any other tax or assessment-levying body upon the real property interest conveyed herein, any equipment, fixtures, improvements or any other property owned by Concessionaire located on the premises.

26. Termination or Partial Termination:

County shall have the right, at its sole discretion, to terminate this Agreement in the event the entire premises is required for County purposes or if only a portion is required for County use, reduce the number of acres accordingly. In such an event, County shall promptly notify Concessionaire in writing by providing a twelve (12) month notice. County shall refund any rental payment therefor made and or reduce the rental payment in an amount attributed to the proportion of land that is no longer available to Concessionaire. No compensation will be due or payable for loss of anticipated profits.

27. Labor Disputes:

The Concessionaire warrants that it is not currently bound by a contract or bargaining obligation with any union or labor organization; and it knows of no efforts currently under way which could result in such an obligation. The Concessionaire agrees to inform the County in the event it is confronted with any labor union activities.

The Concessionaire expressly agrees that it has no authority to and will not enter into any union contract or any agreement with any labor organization that could in any

manner be binding on the lands herein or binding on the County.

The Concessionaire covenants to protect, defend and indemnify the County from any and all claims, demands, liabilities, obligations, damages, causes of action, and any related costs including attorney's fees which County may incur or suffer by reason of or in connection with any labor dispute or union activity involving the employees of the Concessionaire, whether or not such harm was foreseeable.

In the event that a strike, boycott, lockout, or any other labor dispute involving the Concessionaire's employees occurs, or if County's property is damaged, or if any other paragraph of this section is violated, County reserves the right at its election to terminate this Agreement and retake possession of the land.

The remedies provided in this Section 27 are not meant to be exclusive and are in addition to any otherwise provided for in this Agreement or available to County by law.

28. Compliance with Governmental Regulations:

In addition to the agreements set forth above in Paragraph 6 (Use of Property):

Concessionaire hereby agrees that it will perform, satisfy and comply with all State of California, USDA, and ASCS acreage, Highly Erodible Land and Wetlands regulations and reporting of acreage planted and yields harvested from County's fields. Concessionaire further agrees to provide a copy of all final acreages and yields reported to ASCS-USDA offices on crops for which ASCS-USDA maintains records.

29. Maintenance of Property:

County shall not be obligated to make any repairs, alterations, additions or improvements in or to or adjoining the premises or any structure or other improvement that may be constructed or installed thereon, but Concessionaire shall, at all times during the full term of this Agreement and at its sole cost and expense, keep and maintain all buildings, structures and other improvements of the land; including, without limitation, all fences, wells, ditches, and roadways in good order and repair and the whole of the premises and all improvements thereto free of rubbish, and in a clean, sanitary and neat condition. Concessionaire shall make any and all additions to or alterations in any building and structures on said premises which may be required by and shall otherwise observe and comply with any and all public laws, ordinances and regulations for the time being applicable to the premises. Concessionaire agrees to indemnify and save harmless County against all actions, claims and damage by reason of Concessionaire's failure to keep and maintain said premises and any buildings and improvements thereon as hereinabove provided, or by reason of its non-observance or non-performance of any law, ordinance and regulation applicable thereto.

30. Restoration of Improvements:

If, during the term hereof, structures or other improvements, if any, constructed by or for Concessionaire on premises, or any part thereof, shall be damaged or destroyed by fire or other casualty, Concessionaire may, at its costs and expense, either (a) repair or restore said dwelling and improvements, or (b) subject to the consent of any encumbrance, if any, tear down and remove the same from the premises. County shall not be obligated to make any repairs or restoration to the premises or any improvements located thereon in the event of damage or destruction. A total or partial destruction of the premises shall not terminate this Agreement.

31. Liens and Claims:

Concessionaire shall not suffer or permit to be enforced against County's title to the premises, any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance, or removal as herein provided or otherwise arising, except liens, claims or demands suffered by or arising from the actions of County. Concessionaire shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Concessionaire agrees to hold County and the premises free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including but not limited to, reasonable attorney's fees and court incurred by County in connection therewith.

32. Crop Mortgages:

All crop mortgages, encumbrances or liens given or suffered by Concessionaire upon any crops grown on the premises shall be for terms or period not exceeding beyond the terms of this Agreement and shall be expressly subordinate hereto unless otherwise agreed by County in writing. All liens created by Concessionaire must be satisfied of record by Concessionaire prior to the end of the term hereof and at Concessionaire's sole cost and expense. No crop mortgage or lien given or suffered by Concessionaire shall affect or in any manner encumber the crop share, if any, of County.

33. Severability:

If any provision of this Agreement or its application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which is determined invalid, illegal, or unenforceable, shall not be affected, and each other provision of this Agreement shall be valid and legal and shall be enforced to the fullest extent permitted by law. It is the intention of the parties that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

34. Governing Law:

This agreement including, without limitation, its existence validity, construction and operation, and the rights of each of the parties shall be determined in accordance with the laws of the State of California in Los Angeles County.

35. Movie Rights Reserved:

County herein reserves exclusive rights to negotiate and agreement said premises for the purposes of television program, motion pictures, commercials and all other types of documentaries. In the event County approves one of the above during the term of this Agreement, County hereby agrees to reimburse Concessionaire for any time lost or infringement of Concessionaire's operations.

36. Miscellaneous:

This Agreement is a fully integrated contract and expresses the entire intention of the parties hereto with respect to the subject matter of this Agreement, the land covered hereby, and terms contained herein. No other agreements regarding the subject matter of this Agreement have been made, and the parties acknowledge that any statements or representations made prior to or contemporaneously with the execution of this Agreement are of no effect whatsoever.

37. Acknowledgment of Ineligibility for Relocation Assistance

Concessionaire expressly acknowledges that Concessionaire is a post-acquisition tenant. In recognition of this factor, Concessionaire hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260C and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7267 inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Administrative Code.

38. Nondiscrimination

Concessionaire certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

39. Default

Concessionaire agrees that if a non-monetary default occurs in any of the covenants and agreements herein contained to be kept by Concessionaire, County may forthwith

revoke and terminate this agreement after giving Concessionaire a thirty (30) day written notice, and Concessionaire fails to cure the default within thirty (30) day period after the notice is given. An extension to cure beyond the thirty (30) day period may be granted by the County, to the Concessionaire, provided the Concessionaire commences to cure the default and diligently pursues such action to completion.

40. Waiver

Any waiver by either party of any breach of any one or more of the covenants and conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this agreement or estopping either party from enforcing the full provisions thereof.

No option, right or power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this agreement shall be cumulative.

41. Enforcement

The Chief Administrative Office shall be responsible for the enforcement of this agreement on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

42. County Lobbyist Ordinance

Concessionaire is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyist as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

43. Notices

Any notice required to be given under the terms of this agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be:

Summit Farms LLC
1826 Belair Terrace
Encinitas, CA 92024
Attention: John Steinbacher

or such other place as may hereinafter be designated in writing to the County by Concessionaire. Any notice served by mail upon County shall be addressed to:

Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea (213) 974-4200

with a copy to:

County of Los Angeles
Sheriff's Department
29330 The Old Road
Castaic, CA 91350

and

County of Los Angeles
Sheriff's Department, Facilities Planning
Building A-9
1000 South Fremont Avenue
Alhambra, CA 91803

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IN WITNESS WHEREOF, Concessionaire has executed this Agreement or caused it to be duly executed and County of Los Angeles by order of its Board of Supervisors, has caused this agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk the day, month and year first above written.

ATTEST:

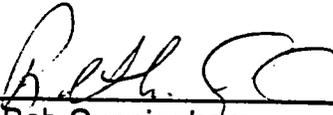
Violet Varona-Lukens
Executive Officer, The Board of Supervisors

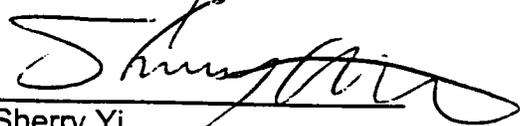
By _____
Deputy

CONCESSIONAIRE:

Summit Farms LLC, a California
Limited Liability Company

By _____
John Steinbacher

By  _____
Bob Cunningham

By  _____
Sherry Yi

COUNTY OF LOS ANGELES:

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By  _____
Principal Deputy

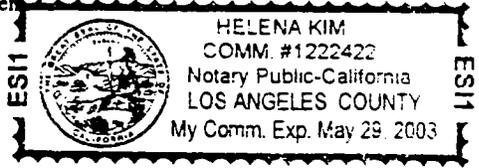
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS

On 9/11/02 before me, Helena Kim

personally appeared Sherry Yi
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Helena Kim



This area for official notarial seal.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: A County Concession Agreement

Document Date: _____ Number of Pages: 18

Signer(s) other than named above /

CAPACITY(IES) CLAIMED BY SIGNER(S)

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint of Signer
Top of thumb here

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint of Signer
Top of thumb here

SIGNER IS REPRESENTING:

State of CALIFORNIA
County of SAN DIEGO

On 9-8-02 before me, Rosemary K Cunningham
(DATE) (NAME/TITLE OF OFFICER - "JANE DOE, NOTARY PUBLIC")

personally appeared _____
(NAME(S) OF SIGNER(S))
Robert L. Cunningham

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

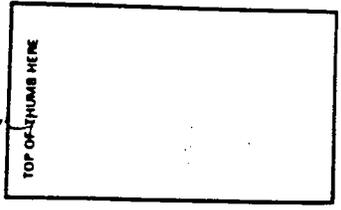


Witness my hand and official seal.

(SEAL)

Rosemary K Cunningham
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)



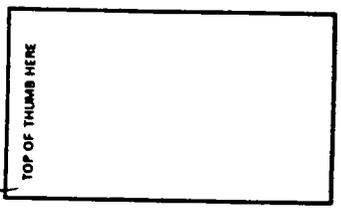
CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

SELF

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document CONCESSION AGREEMENT
Number of Pages 18 Date of Document 9-8-02
Signer(s) Other Than Named Above _____



IN WITNESS WHEREOF, Concessionaire has executed this Agreement or caused it to be duly executed and County of Los Angeles by order of its Board of Supervisors, has caused this agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk the day, month and year first above written.

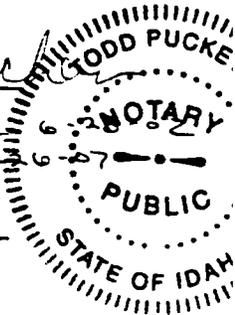
ATTEST:

Violet Varona-Lukens
Executive Officer, The Board of Supervisors

By _____
Deputy

CONCESSIONAIRE:
Summit Farms LLC, a California
Limited Liability Company

By John Steinbacher
John Steinbacher
Notary Public Term _____
EXP 2/6/07



By _____
Bob Cunningham

By _____
Sherry Yi

COUNTY OF LOS ANGELES:

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Franklin F. Scott
Principal Deputy

ATTACHMENT B

SHERIFF'S DEPARTMENT REQUIREMENTS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

The Los Angeles County Sheriff's Department is responsible for the operation of the largest County jail system in the United States. Security of the jail system is of paramount concern. The Sheriff's Department enforces strict security policies in order to prevent the introduction of contraband into the system and for the safety of inmates, visitors and staff. THE SHERIFF'S DEPARTMENT MAY REFUSE ENTRY TO ANYONE THEY CONSIDER TO POSE A THREAT TO THE SECURITY OF THE JAIL OR WHO REFUSES TO STRICTLY ADHERE TO SECURITY RULES AND REGULATIONS.

Visitors and/or employees shall be aware of the following crimes associated with the jail system:

IT IS UNLAWFUL TO:

- BRING INTO OR POSSESS ANY NARCOTICS, DANGEROUS DRUGS, WEAPONS OR ALCOHOLIC BEVERAGES WHILE ON A JAIL FACILITY.
- AID AND/OR ASSIST IN THE ESCAPE OF ANY PRISONER.
- BRING INTO ANY JAIL ANY INSTRUMENT USEFUL TO AID IN THE ESCAPE OF ANY PRISONER.
- ENTER INTO ANY JAIL OR GROUND ADJACENT TO, IF YOU HAVE BEEN CONVICTED OF A FELONY AND BEEN CONFINED IN ANY STATE PRISON.
- USE FALSE IDENTIFICATION OR FALSELY IDENTIFY ONESELF TO GAIN ENTRY INTO ANY JAIL.
- BRING ANY INMATE ANY LETTER, WRITING OR LITERATURE OR TAKES FROM ANY INMATE ANY LETTER, WRITING OR LITERATURE.
- COMMUNICATE WITH ANY INMATE WITHOUT PERMISSION.
- WILLFULLY OR INTENTIONALLY DAMAGE ANY JAIL.
- BRING A GIFT TO OR RECEIVE A GIFT FROM ANY INMATE OR ENGAGE IN ANY DEALINGS OR BARTER WITH ANY INMATE.

Any person found to be in violation of any of the above state laws will be prosecuted.

The Sheriff's Department also forbids any person from bringing any of the following items inside the jail without prior permission from the facility watch commander:

CAMERAS
RECORDING DEVICES - BOTH AUDIO AND VIDEO
RADIOS
CIGARETTES

The Sheriff's Department also reserves the right to refuse the introduction of other types of equipment into the jail that are deemed inappropriate.

QUALIFICATION AND IDENTIFICATION OF WORKMEN:

1. The County will not permit employment at the work site of any workman who has a criminal record of any kind within six (6) months prior to commencement of the work at the site or who has been confined in any Los Angeles County Jail for an offense of any kind. The County reserves the right to require the contractor to immediately remove any employee from the site of the work. Workmen without proper identification issued by the authority in charge will not be permitted.
2. The County reserves the right to inspect lunch boxes, toolboxes, clothing and equipment of the contractor's employees at any time.

CONTROL OF TOOLS:

1. All hand tools, including power driven hand tools, cables, ropes and other implements shall be transported and retained, except when in use, in approved locked toolboxes. At all times tools will be subject to inventory by those in authority. During progress of the work, care shall be taken that no tool is left unguarded or left where it might be reached by an inmate or any other unauthorized person. It is an urgent matter that missing tools, equipment, etc. be reported immediately to those in authority. Lock vehicles and equipment unless attended.
2. Materials and equipment shall be brought into the work area through entrance as approved by those in authority and shall be carried to and stored in limited areas as approved.
3. No work shall be performed on Saturday or Sunday, without prior authorization.
4. Work shall be performed during the hours of 7:00 a.m. and be cleaned and vacated by 5:00 p.m. Prior approval is required to work beyond these hours.
5. None of the foregoing regulations shall be construed as a restriction on the legal prosecution of the work.

CLEANING

1. During the progress of the work and upon completion of each part of the work, all areas shall be cleaned of debris emanating from the work on a daily basis or at the direction of the authority in charge.

SPECIFIC GENERAL NOTES

Concessionaire may be subject to a "LOCK DOWN" condition at any time during the work. This may occur without prior notification.

Any Concessionaire property, personal or company owned, left after vacating the work site will be disposed of by the County at the end of each work day. This includes pagers. The only person allowed to carry pagers and cell phones at the work site shall be the project Foreman / Supervisor / Designee.

The quality of the work by the Concessionaire shall be as "LONG LIFE UNDER HARD USE."

SECURITY WITHIN RESTRICTED AREAS:

In restricted areas, the Concessionaire shall cooperate with those in the County authority (The Sheriff's Department) with regard to the following security requirements.

1. Prior to the start of work, the Concessionaire shall furnish the County a complete list of all workmen employed for the work of this contract. The list shall contain names and addresses and shall be current at all times.
2. The County will prohibit the entrance or exit into security areas of persons not duly authorized.
3. Concessionaire shall observe all rules and regulations in force on the premises and the avoidance of undue interference with the convenience and routine departmental activities. Compliance with regulations pertaining to transportation and storage of materials, tools and equipment in security areas.
4. Concessionaire shall observe provisions of safeguard and other protective measures to the extent deemed necessary by those in authority.
5. Shall not introduce or have in anyone's possession weapons, narcotics, alcoholic beverages or contraband.
6. Concessionaire's personnel shall not have any conversation or other contact with inmates at any time while at the work site.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONSTRUCTION WORKER/MAINTENANCE WORKER BACKGROUND AND
WAIVER FORM

All employees and/or visitors are subject to search prior to entering and any time while they are on jail property. This shall include, but not limited to:

PERSONAL

TOOL BOXES

VEHICLES

LUNCH BOXES

ANY ITEM OR CONTAINER THAT IS CAPABLE OF HOLDING
CONTRABAND

For the purpose of this document contraband is defined as anything that is unlawful to possess or any item that the Sheriff's Department does not feel is appropriate. The Sheriff's Department shall have sole authority for determining what constitutes contraband.

Persons under the age of eighteen (18) and having been released from the county jail system within the past ninety days must have prior approval from the facility watch commander prior to entering.

Accountability of all tools and equipment brought into the facility rests with each individual employee. The individual employee shall be responsible for supplying a detailed inventory list of all tools, equipment and supplies that are to be taken inside the facility. This list will be given to a representative of the Sheriff's Department prior to being allowed in the facility. The Sheriff's Department representative will check the list for accuracy prior to allowing entry. The employee may be required at any time while on the facility, to account for all items listed on the inventory list.

I have read and understand the above laws and regulations and will fully abide by them. I am not presently involved in any type of criminal activity nor have I been during the past six months. I will cooperate fully with the Sheriff's Department and I authorize the Sheriff's Department to access any criminal history information systems pertaining to my background.

Name(print)_____ Name(signature)_____

Drivers Lic.#_____ Witness (signature)_____

Social Security#_____ DOB_____ Age_____

Hair Color_____ Eye Color_____ Height_____ Weight_____

Date This Document Signed_____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

FACILITY _____ DATE _____
NAME _____ SOCIAL SECURITY NO. _____
ADDRESS _____ TEL. NO.() _____
OCCUPATION _____ EMPLOYER _____
BUSINESS ADDRESS: _____ TEL. NO.() _____
DRIVERS LIC. OR CALIF. I.D.# _____ DATE OF BIRTH _____
SEX ___ RACE ___ HAIR ___ EYES ___ HEIGHT ___ WEIGHT ___

SCREENING CRITERIA:

1. ARE YOU AN EX-FELON? YES ___ NO ___
(IF YES, ATTACH A COPY OF YOUR DISCHARGE)
2. ARE YOU ON PAROLE? YES ___ NO ___
3. ARE YOU ON PROBATION? YES ___ NO ___
IF YES TO ANY OF THE ABOVE ENTER:
A) INSTITUTION _____
B) DATE OF RELEASE _____
C) OFFENSE _____
4. HAVE YOU EVER BEEN ON PAROLE? YES ___ NO ___
5. HAVE YOU EVER BEEN ON PROBATION? YES ___ NO ___
6. HAVE YOU EVER BEEN AN INMATE AT ANY FEDERAL PRISON, STATE PRISON OR COUNTY JAIL? YES ___ NO ___
IF YES TO EITHER #4, #5 OR #6 ABOVE ENTER:
A) INSTITUTION _____
B) DATE OF RELEASE _____
C) OFFENSE _____
7. ARE YOU CURRENTLY UNDER PSYCHIATRIC CARE? YES ___ NO ___

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES
(CONTINUED)**

8. DO YOU KNOW ANY INMATE OR ARE YOU RELATED TO ANY
INMATE INCARCERATED WITHIN THE LOS ANGELES COUNTY
JAIL SYSTEM? YES___ NO___

IF YES, PLEASE PROVIDE THE FOLLOWING:

(NAME OF INMATE) (BOOKING NUMBER) (LOCATION) (RELATIONSHIP)

(NAME OF INMATE) (BOOKING NUMBER) (LOCATION) (RELATIONSHIP)

(NAME OF INMATE) (BOOKING NUMBER) (LOCATION) (RELATIONSHIP)

I UNDERSTAND THAT THE ABOVE INFORMATION IS ACCURATE AND UNDERSTAND
THAT THE LOS ANGELES SHERIFF'S DEPARTMENT WILL VERIFY THE
INFORMATION PRIOR TO APPROVING MY ENTRY INTO THE CUSTODY FACILITY.
I UNDERSTAND I WILL BE EXPECTED TO ADHERE TO ALL RULES, REGULATIONS
AND SECURITY PROCEDURES. FAILURE TO DO SO MAY RESULT IN LOSS OF
ENTRY PRIVILEGE.

Signature_____ Date_____

******ALL PERSON ENTERING A JAIL FACILITY ARE SUBJECT TO SEARCH******

ATTACHMENT C
BEST MANAGEMENT PRACTICES



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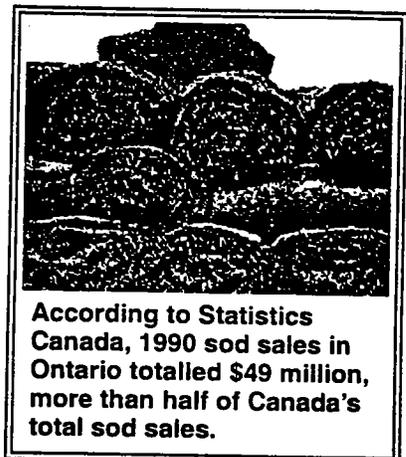
BEST MANAGEMENT PRACTICES



Horticultural Crops

Sod Production

Sod farming has a relatively low environmental impact. Pesticide use is minimal and nutrients are carefully managed. The amount of soil removed during harvest operations is the issue most often raised. This is offset by the environmental benefits of sod use. Construction sites are highly prone to wind and water erosion. The eroded soil goes directly into lakes and streams through storm sewers and waterways. However, sod can stabilize these fragile areas quickly which reduces soil loss and leaching and filters storm water. The use of best management practices during sod production can help to ensure efficient production of nursery sod.



According to Statistics Canada, 1990 sod sales in Ontario totalled \$49 million, more than half of Canada's total sod sales.

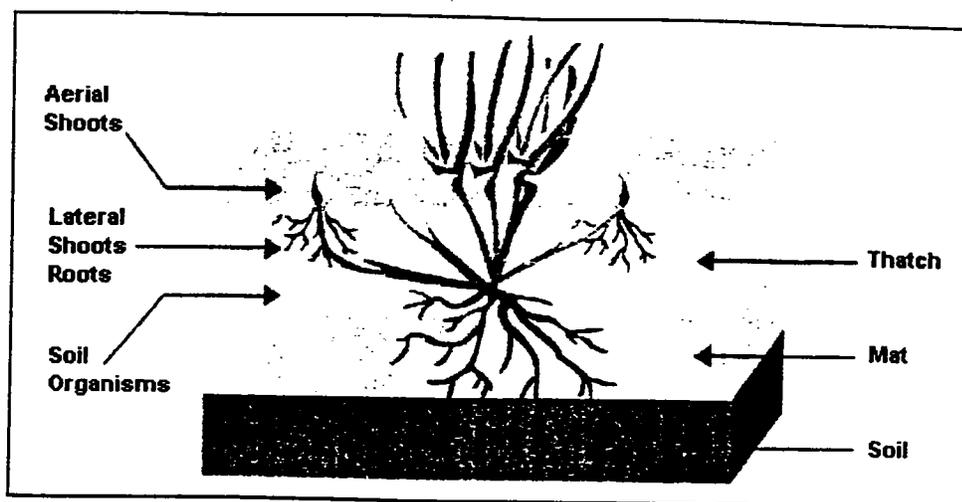
Soil Management

During harvest of nursery sod, careful measures have shown that an average sod layer contains 9.4 millimetres of mineral soil and 8.5 millimetres of organic material. Nevertheless, many people confuse the two layers and believe two centimetres of soil are removed. Minimizing the removal of mineral soil has several advantages:

- A reduction in soil loss from the production site.
- More rapid rooting when laid on a properly-prepared site.
- Lower roll weight which reduces transportation costs.

There are a number of ways to **reduce the loss of mineral soil**:

- Properly preparing the soil prior to seeding.
- Encouraging rapid, vigorous root development through the use of phosphate and mowing practices.
- Rolling the turf prior to cutting.



Profile of turf showing the layers of thatch, mat and soil.

Before seeding, prepare a level surface with tillage and land levelling. If the soil is moist, roll immediately before harvesting sod to flatten irregularities. In combination, these two practices permit the cutter bar to operate at a uniform depth without skips or holes. Both avoid wasting sod and removing excess soil.

Tillers and rhizomes may develop to form in the organic or thatch layer. To encourage this, use irrigation, light frequent applications of nitrogen and frequent mowing.

Soil losses by water and wind erosion after harvest and before the next crop may be minimized by:

- Light surface cultivation followed by seeding a winter cereal crop such as rye immediately after harvest.
- Cutting the cover crop before it heads to avoid volunteer grain in newly-seeded grass.
- Seeding recommended cultivars from mid-August to early September when the chance of heavy rains is lower. This will establish sod faster.

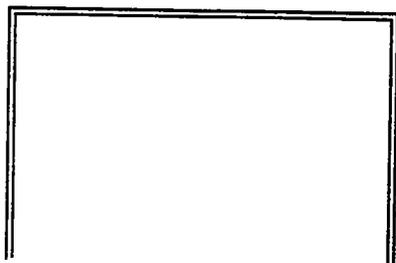
Keep the soil surface covered to avoid erosion. Over 90% of the grass roots are in the top five centimetres of the soil. This will help to enrich the soil after harvest. Deeper tillage before the seedbed is prepared may help reduce compaction problems.

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Nutrient Management

Another concern is the potential for surface and groundwater contamination with fertilizer. However, soil and water losses from run-off are lower than from any other agricultural crop. Therefore, loss of phosphorus will be minimal (it does not move downward in soil so can only be lost on soil particles carried in run-off). Sod is a heavy feeder on nitrogen and will absorb much of the soluble nitrogen before leaching can occur, if the applications are light and frequent.

Best management practices for fertilizer use are:



- Apply phosphorus and potassium based on soil tests.
- Apply phosphorus only once, immediately before seeding, when it can be incorporated and will increase seedling vigour.
- Apply nitrogen as needed based on the colour, density and vigour of the turf. The amount should be adjusted depending on desired growth.



Broadcasting fertilizer in preparation for sod establishment.

Experience will help you judge how much nitrogen to apply. Light applications of not more than 50 kilograms per hectare of actual nitrogen should not produce soluble nitrogen for leaching. The frequency of applications should promote rapid, but not luxuriant growth. Excessive nitrogen may reduce root development and the strength of harvested sod. See OMAF Publication # 384.

Pest Management

Sod production uses both cultural and chemical measures for pest management. The goal is a break-free, harvestable roll with a dense root system that meets the specifications of the Nursery Sod Growers Association.

Cultural Control

When establishing sod:

- Buy certified seed.
- Use disease-resistant varieties.
- Use different turf species in a mixture such as fine fescues and turf-type perennials.
- Irrigation and soil management practices to encourage rapid establishment of dense, vigorous turf.



Use of good cultural management practices at seeding will encourage fast establishment of dense, vigorous turf.

During sod production:

- Avoid excess irrigation.
- Avoid long periods of leaf wetness.
- Avoid excess thatch.
- Avoid high nitrogen applications which make turf more prone to leafspot.
- Use good mowing techniques, watching both timing and height. Mowing sod too close weakens the root system.

In a nursery sod crop with a crop cycle of two years, there are on average 6 to 7 applications of fertilizer and 2 applications of herbicide.

Frequent, lighter applications reduce the leaching of nitrogen.

Chemical Control

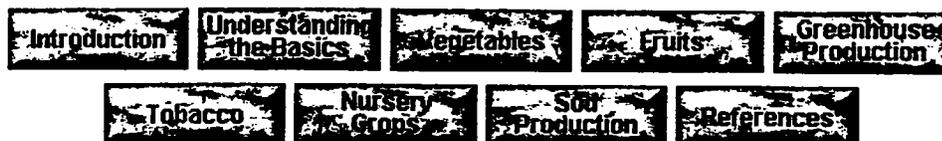
Sod production does not require large amounts of pesticides. The pesticides used most commonly are herbicides for broadleaf and grassy weed control. Fungicides are seldom needed in nursery production. On occasion, growers may need to use insecticides for localized control of chinch bugs, white grubs, cutworms and European chafer. When chemical control is needed:

- Positively identify the problem and its extent before spraying.
- Spray only those areas with the problem.
- Use a properly-calibrated sprayer.
- Be aware of all federal and provincial regulations regarding the use, storage and disposal of pesticides.

Summary

By using best management practices, healthy, competitive sod is produced. Use pesticides sparingly, plant cover crops between harvest and the next seeding, prepare a firm and level seed bed and encourage rapid development of roots.

These practices also ensure the future of the nursery industry at a time of increased public concern about agricultural practices.



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